

WB

IN THE UNITED STATES DISTRICT COURT FOR THE  
EASTERN DISTRICT OF PENNSYLVANIA

NATASHA ASHTON and CHRISTOPHER ASHTON,

Plaintiffs,

v

FETCH, INC., FETCH INSURANCE SERVICES, LLC, THE COLLINA TRUST DATED DECEMBER 2007, 30 PETS INVESTMENT, LLC, VERNON W. HILL, II, and ANDREW B. COHEN,

Defendants.

19 3274

Case No. \_\_\_\_\_

FILED

JUL 26 2019

KATE BARKMAN, Clerk  
By \_\_\_\_\_ Dep. Clerk

**COMPLAINT**

1 Plaintiffs, Natasha Ashton and Christopher Ashton (together, "Plaintiffs" or "the Ashtons"), by and through their undersigned attorney, Complaint against Defendants Fetch, Inc ("Fetch"), Fetch Insurance Services, LLC ("Fetch LLC"), The Collina Trust dated December 2007 (the "Collina Trust" or "Collina"), 30 Pets Investment, LLC ("30 Pets"), Vernon W. Hill, II ("Hill") and Andrew B. Cohen ("Cohen").

**PARTIES**

2 Natasha Ashton is an adult woman residing at 10 Hickory Lane, Malvern, PA 19355

3. Christopher Ashton is an adult man residing at 10 Hickory Lane, Malvern, PA 19355.

4 Christopher and Natasha Ashton are husband and wife.

5. Defendant Fetch is a corporation organized and existing under the laws of the State of Delaware, with its executive offices in Pennsylvania located at 3805 West Chester Pike,

Suite 240, Newtown Square, PA 19073. Fetch and its subsidiaries develop, administer, and operate pet insurance policies under the licensed brand name Petplan Pet Insurance. Fetch is engaged in interstate commerce and employed 20 or more employees for each working day during each of 20 or more calendar workweeks in 2016, 2017 and 2018.

6. Defendant Fetch LLC is a Delaware limited liability company and a wholly owned subsidiary of Fetch, with its executive offices in Pennsylvania located at 3805 West Chester Pike, Suite 240, Newtown Square, PA 19073. Pursuant to a Program Administrator Agreement, Fetch LLC develops, sells, collects, and administers Fetch's Petplan policies, which XL Specialty underwrites. In exchange for these services, Fetch LLC receives a commission from XL Specialty.

7. Defendant Collina is a trust and investment vehicle controlled by Vernon W. Hill II that maintains an address c/o U.S. Trust Company of Delaware, DE5-002-04-12, 1100 N. King Street, Wilmington, DE 19884. On information and belief, Collina is a Delaware trust. Collina holds approximately 38.4% of Fetch's outstanding Class A common stock, or approximately 29% of Fetch's total equity. Collina's Board designee is Defendant Vernon W. Hill, II, who serves as Fetch's Board Chairman.

8. Defendant 30 Pets is a Delaware limited liability company controlled by hedge fund billionaire Steven Cohen through his venture capital umbrella, Cohen Private Ventures and/or CPV Holdings, LLC. 30 Pets maintains an address c/o Cohen Private Ventures, LLC, 72 Cummings Point Road, Stamford, CT 06902. 30 Pets holds all of Fetch's outstanding Class B common stock and holds approximately 24.3% of Fetch's total equity. 30 Pets' Board designee is Defendant Andrew B. Cohen, CPV's Chief Investment Officer. Both Steven Cohen and Andrew Cohen have close business relationships with Mr. Hill. Steven Cohen is the largest

stockholder in Mr. Hill's company Metro Bank, PLC, and Andrew Cohen serves on its Advisory Board. Andrew Cohen also serves with Mr Hill on the board of directors of Republic Bank 30  
Pets is a party to the Shareholders' Agreement.

9. Defendant Vernon W. Hill, II, is an adult individual with an address at 17000 Horizon Way, Mount Laurel, NJ 08054. Mr. Hill has been the Chairman of Fetch's Board of Directors.

10. Defendant Andrew B. Cohen is an adult individual with an address at One Southampton Row, London, WC1B 5HA

### **BACKGROUND**

11. After obtaining their undergraduate degrees from Oxford University, the Ashtons attended the Wharton School of Business of the University of Pennsylvania.

12. In 2001, while attending Wharton, their cat fell ill, leading to veterinary care costs that were extremely expensive for two graduate school students.

13 This experience caused the Ashtons to realize that pet insurance -popular in the Ashtons' native United Kingdom—was virtually unavailable in the United States. The Ashtons developed an idea to fill the market gap. They created a business plan, submitted it to the 2003 annual Wharton Business Plan Competition, and won. A few months later, the Ashtons founded Fetch

14. Over the course of several years, the Ashtons built Fetch into an operational business. In October 2003, they secured an exclusive license to use the "Petplan" brand name--the largest in the world--in the United States They successfully negotiated for access to Petplan's extensive data, actuarial determinations, and operational and marketing know-how Using that data, they developed a comprehensive set of proprietary pricing models and policies

for pet owners. In 2005, the Ashtons secured an underwriter to guarantee their policies. Local companies soon agreed to offer Petplan policies as an employee benefit. The work paid off: in July 2006, Fetch sold its first Petplan policy. A year later, Fetch was seeing double-digit month-over-month growth.

15. Up to this point, the Ashtons had raised funding largely from non-traditional sources. They personally invested over \$100,000 of seed capital and used credit cards to pay for additional expenses. Their only external funding came from friends and family. But with Petplan taking off, the Ashtons sought additional capital to help scale the company.

16. The Ashtons' first major investments came from Dutch banker Godfried van Lanschot and his brother, Christiaan van Lanschot. Over two years, the van Lanschots purchased a total of 486,670 shares of Class A common stock at an average price of \$3.77 per share—for a total investment of \$1,833,333.

17. Next, the Ashtons negotiated an investment by Defendant Vernon W. Hill II. In April 2008, Mr. Hill purchased 475,058 shares through his Collina investment vehicle for \$2 million, or \$4.21 per share. Fetch appointed Mr. Hill to serve as Chairman of the Board. In addition, Fetch and Mr. Hill entered into a consulting agreement, pursuant to which Fetch issued Mr. Hill warrants to purchase 278,264 additional shares for \$4.21 and agreed to pay him a yearly consulting fee that in 2018 reached \$720,000. Concurrent with Mr. Hill's investment, Mr. van Lanschot increased his holdings, purchasing an additional 95,012 shares.

18. With the Investors' backing and the Ashtons as co-CEOs, Fetch grew quickly. In 2009, Fetch turned a profit. In 2010, its total revenue reached \$17 million. Total revenue continued to rise at rates north of \$10 million per year thereafter.

19. Under the Ashtons' management, Fetch focused on customer service by opening a 24/7 contact center and ensuring that Fetch's employees prioritized fast claims processing. Each year, independent website Pet Insurance Review rated Fetch over 9/10 for customer satisfaction.

20. Fetch has been a tremendous success. In 2011, Fetch became the first pet insurance provider named to *Inc.* magazine's 500 fastest-growing companies in the United States, placing at number 123. In 2013, Ernst & Young named the Ashtons their Greater Philadelphia Retail & Consumer Products entrepreneur of the year. In 2015, Fetch made *Forbes'* list of America's most promising companies. And in October 2016, *Entrepreneur* magazine named Fetch one of the "Best Entrepreneurial Companies in America." That year, Fetch's total yearly program revenue had reached \$86 million—an increase of more than 400% since 2010. In October 2017, Natasha Ashton was featured on the front cover of the Main Line Today Magazine celebrating Power Women of the Main Line.

21. In sum, Natasha and Christopher Ashton have grown Fetch into one of North America's leading pet insurance companies, with yearly gross revenue of over \$100 million, a client base that continues to expand, and one of the highest customer satisfaction rates in the industry.

#### **NATURE OF DISCRIMINATION CLAIMS**

22. On April 10, 2008, the Ashtons each entered into Employment Agreements with Fetch for them to serve as Co-President and Co-Chief Executive Officer with the other.

23. On April 15, 2015, the Ashtons each entered into amendments to their Employment Agreements. In the First Amendment to Employment Agreement, among other things, each of the Ashtons received increases in their base salaries from \$120,000.00 to



\$375,000.00. Their positions as Co-Presidents and Co-Chief Executive Officers as set forth in their original Employment Agreements remained unchanged

24. On November 21, 2017, the Ashtons met Fetch Board Member and Investor, Christiaan van Lanschot, for lunch in London. At the time, Natasha was six (6) months pregnant.

25. Natasha being visibly pregnant, Mr. van Lanschot told the Ashtons that they had to tell Messrs Hill and Cohen that Natasha was pregnant before the upcoming Board meeting scheduled for December 19, 2017. Mr. van Lanschot stated to the effect Natasha's pregnancy would, for some unexplained reason, "derail the entire Board meeting in December" if the Board members did not know about it in advance

26. The Ashtons disagreed that there was any need to inform Messrs. Hill and Cohen about Natasha's pregnancy but told Mr. van Lanschot that they would consider it.

27. Shortly after their luncheon with Mr. van Lanschot on November 21, 2017, Mr. van Lanschot again urged the Ashtons to inform the Board of Natasha's pregnancy in a telephone conversation with them

28. The Ashtons were especially concerned with Mr. Hill's likely reaction to Natasha's pregnancy based on their past experience with him. In interacting with him over the years, the Ashtons heard Mr. Hill make blatant and insultingly sexist comments

29. Despite their concerns, the Ashtons complied with Mr. van Lanschot's directive and, on December 2, 2017, Natasha sent an email to Fetch's Directors, including Mr. Hill, informing them that she was pregnant.

30. Promptly thereafter, on January 8, 2018, Mr. Hill invited Christopher Ashton to attend a meeting with Mr. Hill without Natasha. At the meeting, Mr. Hill stated that he and two

other Board members were not happy with the current management structure and no longer wanted co-CEOs. Mr. Hill stated that Natasha was to be removed as Co-CEO and that only Christopher would remain as CEO.

31. Christopher disagreed and objected to the plan. On the next Board call on January 16, 2018, Natasha asked for clarification on her job status since she was not invited to the meeting on January 8. Mr. Hill stated that “nobody’s firing anybody.”

32. On March 5, 2018, Natasha gave birth to the Ashtons’ son, Henry.

33. At a Board of Directors meeting on April 26, 2018, both Ashtons were removed as Co-CEO’s by Fetch’s Board of Directors, removed from all operational control over the business, and all employees previously reporting to the Ashtons were told to report to the two new co-CEOs who were installed during that meeting.

34. While, pursuant to the Board’s action the Ashtons remained employed as Co-Presidents, the action of removing the Ashtons as Co-CEO’s was a breach of both of their Employment Agreements, each of which specified that they were employed not only as Co-Presidents, but also as Co-CEO’s.

35. In view of Fetch’s breach of their Employment Agreements guaranteeing their status as Co-CEO’s, on May 22, 2018, the Ashtons sent letters to Fetch notifying Fetch of its breach of their Employment Agreements and requesting Fetch to cure the breaches within thirty (30) days

36. Unfortunately, Fetch refused to cure the breaches. Accordingly, the Ashtons sent letters to Fetch of their resignation for “Good Reason” pursuant to their Employment Agreements on June 28, 2018, with such resignations to be effective on September 28, 2018.

37. In response, Fetch did not belatedly cure its breach of the Employment Agreements by rescinding the decision to remove the Ashtons as Co-CEO's.

38. Instead, Fetch purported to terminate the Ashtons' employment for "Cause," as "Cause" is defined in the Employment Agreements. Remarkably, the termination was to take effect on exactly the same day the Ashtons' resignation became effective, September 28, 2018.

39. Over a year earlier, on May 31, 2017, Mr. Hill claimed that the Ashtons breached their Employment Agreements by receiving employment bonuses in 2015 and 2016 in without Board review and approval.

40. When Mr. Hill made these charges back in 2017, they were nonsense. The bonuses that the Ashtons received in 2015 and 2016 were from a pool of money established by the Board for the payment of bonuses to all employees. The bonuses received by the Ashtons in 2015 and 2016 were approved by the then-Chief Financial Officer who reported to Fetch's Board of Directors and who had previously been employed by Mr. Hill and appointed as Fetch's CFO at Mr. Hill's insistence. The bonuses that the Ashtons received along with all of the other employee bonuses were reported on the Company's financial books that were open and available to all Board members at all times, and subject to year-end financial audits by outside auditors furnished to Fetch's Board of Directors.

41. Indeed, although Mr. Hill accused the Ashtons of being "thieves" for receiving the bonuses, and claimed that the Ashtons had received the bonuses in breach of their Employment Agreements constituting "willful misconduct that is materially injurious to the business of the Company," the Ashtons were not fired or otherwise disciplined.



42. In fact, when the Ashtons were removed as Co-CEOs but retained as Co-Presidents in April 2018, neither Mr. Hill nor anyone else claimed that the bonuses that the Ashtons received in 2015 and 2016 had anything to do with that decision.

43. Only after Natasha informed Fetch's Board that she was pregnant did the Board decide to remove Natasha as Co-CEO, and then remove both Ashtons as Co-CEO's in breach of their Employment Agreements, and then assert that the Ashtons were terminated for "Cause" *after* they already sent their letters of resignation for "Good Reason."

### **COUNT I**

#### **PREGNANCY DISCRIMINATION BY FETCH**

44. The foregoing averments are incorporated by reference as if fully set forth herein.

45. Natasha Ashton was removed as Co-CEO of Fetch because she was pregnant and gave birth to a child.

46. Fetch removed Natasha Ashton as Co-CEO of Fetch in breach of her Employment Agreement because she was pregnant and gave birth to a child.

47. Fetch's discriminatory actions are in violation of the Title VII of the Civil Rights Act of 1964 as amended by the Pregnancy Discrimination Act, 42 U.S.C. § 2000e, *et seq.* and the Pennsylvania Human Relations Act, 43 P.S. § 951, *et seq.*

48. Fetch has engaged in intentional discrimination against Natasha Ashton and has done so with malice or with reckless indifference to Ms. Ashton's federally protected rights.

WHEREFORE, Natasha Aston demands the following relief.

- (1) backpay including salary and benefits;
- (2) reinstatement or front pay in lieu of reinstatement including salary and benefits;

- (3) compensatory damages for emotional pain and suffering;
- (4) punitive damages;
- (5) a permanent injunction enjoining Defendants from discriminating against her,
- (6) attorney's fees and costs; and
- (7) such other relief as to which she may be entitled.

## **COUNT II**

### **ASSOCIATIONAL DISCRIMINATION BY FETCH**

49 The foregoing averments are incorporated by reference as if fully set forth herein

50 Christopher Ashton was removed as Co-CEO of Fetch because his wife and Co-  
CEO, Natasha Ashton, was pregnant and gave birth to a child.

51 Fetch removed Christopher Ashton as Co-CEO of Fetch in breach of his  
Employment Agreement because his wife and Co-CEO was pregnant and gave birth to a child

52 Fetch's discriminatory actions are in violation of the Title VII of the Civil Rights  
Act of 1964 as amended by the Pregnancy Discrimination Act, 42 U.S.C. § 2000e, *et seq.*, and  
the Pennsylvania Human Relations Act, 43 P.S. § 951, *et seq.*

53 Fetch has engaged in intentional discrimination against Christopher Ashton and  
has done so with malice or with reckless indifference to Mr. Ashton's federally protected rights

WHEREFORE, Christopher Aston demands the following relief:

- (1) backpay including salary and benefits;

- (2) reinstatement or front pay in lieu of reinstatement including salary and benefits;
- (3) compensatory damages for emotional pain and suffering;
- (4) punitive damages;
- (5) a permanent injunction enjoining Defendants from discriminating against him;
- (6) attorney's fees and costs; and
- (7) such other relief as to which he may be entitled.

**COUNT III**

**AIDING AND ABETTING DISCRIMINATION BY HILL, COHEN,  
COLLINA, 30 PETS AND FETCH, LLC**

54 The foregoing averments are incorporated by reference as if fully set forth herein.

55. Defendants Hill, Cohen, Collina, 30 Pets and Fetch, LLC aided and abetted Fetch and one another in discriminating against the Ashtons in violation of the PHRA, 43 P.S. § 955(e).

WHEREFORE, the Ashtons demand the following relief.

- (1) backpay including salary and benefits,
- (2) reinstatement or front pay in lieu of reinstatement including salary and benefits;
- (3) compensatory damages for emotional pain and suffering;

- (2) reinstatement or front pay in lieu of reinstatement including salary and benefits;
- (3) compensatory damages for emotional pain and suffering;
- (4) punitive damages;
- (5) a permanent injunction enjoining Defendants from discriminating against him;
- (6) attorney's fees and costs; and
- (7) such other relief as to which he may be entitled.

**COUNT III**

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WHEREFORE, the Ashtons demand the following relief:

- (1) backpay including salary and benefits;
- (2) reinstatement or front pay in lieu of reinstatement including salary and benefits,
- (3) compensatory damages for emotional pain and suffering;

- (4) a permanent injunction enjoining Defendants from discriminating against them;
- (5) attorney's fees and costs; and
- (6) such other relief as to which he may be entitled.

Respectfully submitted,

  
/s/ Edward S. Mazurek

Edward S. Mazurek (I.D. No 50278)  
THE MAZUREK LAW FIRM, LLC  
717 S. Columbus Blvd , Suite 516  
Philadelphia, PA 19147

267.243.3393

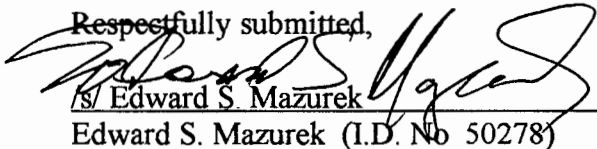
[emazurek@mazureklawfirm.com](mailto:emazurek@mazureklawfirm.com)

Counsel for the Plaintiffs,  
Natasha and Christopher Ashton



- (4) a permanent injunction enjoining Defendants from discriminating against them;
- (5) attorney's fees and costs, and
- (6) such other relief as to which he may be entitled

Respectfully submitted,

  
/s/ Edward S. Mazurek  
Edward S. Mazurek (I.D. No 50278)  
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Counsel for the Plaintiffs,  
Natasha and Christopher Ashton

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

**I. (a) PLAINTIFFS**

NATASHA &amp; CHRISTOPHER ASHTON

(b) County of Residence of First Listed Plaintiff DELCO, PA  
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

EDWARD S. MAZUREK, 717 S. COLUMBUS,  
PITTLA, PA 267-243-3393DEFENDANTS FETCH, INC., FETCH ASS. SERV.  
LLC, COLLINA TRUST, 30 PETS INVESTMENT,  
VERNON W. HILL, II, ANDREW R. COHENCounty of Residence of First Listed Defendant DELCO, PA  
(IN U.S. PLAINTIFF CASES ONLY)NOTE IN LAND CONDEMNATION CASES, USE THE LOCATION OF  
THE TRACT OF LAND INVOLVEDAttorneys (If Known) MICHAEL O'MARRA, STRADLEY  
ROMAN, 2005 MARKET ST. PITTLA, PA  
215-564-3121**II. BASIS OF JURISDICTION** (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☒ 3 Federal Question  
(U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant
- ☐ 4 Diversity  
(Indicate Citizenship of Parties in Item III)

**III. CITIZENSHIP OF PRINCIPAL PARTIES** (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- |   | PTF                        | DEF                        |   | PTF                        | DEF                        |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| Citizen of This State                   | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State     | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State                | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation  | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

**IV. NATURE OF SUIT** (Place an "X" in One Box Only)

Check here for Nature of Suit Code Descriptions

CONTRACT	TORTS	FOREFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<b>PERSONAL INJURY</b> <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g))
<b>REAL PROPERTY</b> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<b>CIVIL RIGHTS</b> <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 445 Housing/Accommodations <input type="checkbox"/> 445 Amer w/Disabilities - Employment <input type="checkbox"/> 446 Amer w/Disabilities - Other <input type="checkbox"/> 448 Education	<b>PRISONER PETITIONS</b> <b>Habeas Corpus</b> <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <b>Other:</b> <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement	<input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act	<b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS Third Party 26 USC 7609

**V. ORIGIN** (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding
- ☐ 2 Removed from State Court
- ☐ 3 Remanded from Appellate Court
- ☐ 4 Reinstated or Reopened
- ☐ 5 Transferred from Another District (specify)
- ☐ 6 Multidistrict Litigation - Transfer
- ☐ 8 Multidistrict Litigation - Direct File

**VI. CAUSE OF ACTION**

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity)

Brief description of cause

**VII. REQUESTED IN COMPLAINT:**
☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$

CHECK YES only if demanded in complaint

JURY DEMAND: ☒ Yes ☐ No**VIII. RELATED CASE(S) IF ANY**

(See instructions)

JUDGE

DOCKET NUMBER

DATE

SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG JUDGE

JUL 26 2019



## DESIGNATION FORM

19

3274

(to be used by counsel or pro se plaintiff to indicate the category of the case for the purpose of assignment to the appropriate calendar)

Address of Plaintiff NEWTON SQUARE, PAAddress of Defendant 3805 WEST CHESTER PIKE, NEWTON SQ, PAPlace of Accident, Incident or Transaction: NEWTON SQUARE PA

## RELATED CASE, IF ANY:

Case Number \_\_\_\_\_ Judge: \_\_\_\_\_ Date Terminated: \_\_\_\_\_

Civil cases are deemed related when **Yes** is answered to any of the following questions:

- |   |   |                              |  |
|---|---|------------------------------|--|
| 1 | Is this case related to property included in an earlier numbered suit pending or within one year previously terminated action in this court?  | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| 2 | Does this case involve the same issue of fact or grow out of the same transaction as a prior suit pending or within one year previously terminated action in this court?            | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| 3 | Does this case involve the validity or infringement of a patent already in suit or any earlier numbered case pending or within one year previously terminated action of this court? | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| 4 | Is this case a second or successive habeas corpus, social security appeal, or pro se civil rights case filed by the same individual?  | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |

I certify that, to my knowledge, the within case ☐ is / ☒ is not related to any case now pending or within one year previously terminated action in this court except as noted above.DATE 7/26/19 Edwards Mauer Attorney-at-Law / Pro Se Plaintiff Attorney I.D. # (if applicable)CIVIL: (Place a ☒ in one category only)

## A. Federal Question Cases:

- |                                     |    |  |
|-------------------------------------|----|--|
| <input type="checkbox"/>            | 1  | Indemnity Contract, Marine Contract, and All Other Contracts |
| <input type="checkbox"/>            | 2  | FELA   |
| <input type="checkbox"/>            | 3  | Jones Act-Personal Injury                                    |
| <input type="checkbox"/>            | 4  | Antitrust  |
| <input type="checkbox"/>            | 5  | Patent   |
| <input type="checkbox"/>            | 6  | Labor-Management Relations                                   |
| <input checked="" type="checkbox"/> | 7  | Civil Rights   |
| <input type="checkbox"/>            | 8  | Habeas Corpus  |
| <input type="checkbox"/>            | 9  | Securities Act(s) Cases                                      |
| <input type="checkbox"/>            | 10 | Social Security Review Cases                                 |
| <input type="checkbox"/>            | 11 | All other Federal Question Cases                             |

(Please specify) \_\_\_\_\_

## B. Diversity Jurisdiction Cases

- |                          |   |  |
|--------------------------|---|--|
| <input type="checkbox"/> | 1 | Insurance Contract and Other Contracts       |
| <input type="checkbox"/> | 2 | Airplane Personal Injury                     |
| <input type="checkbox"/> | 3 | Assault, Defamation                          |
| <input type="checkbox"/> | 4 | Marine Personal Injury                       |
| <input type="checkbox"/> | 5 | Motor Vehicle Personal Injury                |
| <input type="checkbox"/> | 6 | Other Personal Injury (Please specify) _____ |
| <input type="checkbox"/> | 7 | Products Liability                           |
| <input type="checkbox"/> | 8 | Products Liability - Asbestos                |
| <input type="checkbox"/> | 9 | All other Diversity Cases                    |

(Please specify) \_\_\_\_\_

## ARBITRATION CERTIFICATION

(The effect of this certification is to remove the case from eligibility for arbitration.)

I, EDWARDS MAUER counsel of record or pro se plaintiff, do hereby certify☒ Pursuant to Local Civil Rule 53.2, § 3(c) (2), that to the best of my knowledge and belief, the damages recoverable in this civil action case exceed the sum of \$150,000.00 exclusive of interest and costs☒ Relief other than monetary damages is sought

JUL 26 2019

DATE 7/26/19 Edwards Mauer Attorney-at-Law / Pro Se Plaintiff Attorney I.D. # (if applicable) 50278

NOTE: A trial de novo will be a trial by jury only if there has been compliance with F.R.C.P. 38



**WB**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

**CASE MANAGEMENT TRACK DESIGNATION FORM**

**ASHTON, ET AL**  
v.  
**FETCH, INC., ET AL**

CIVIL ACTION

**19 3274**  
NO.

In accordance with the Civil Justice Expense and Delay Reduction Plan of this court, counsel for plaintiff shall complete a Case Management Track Designation Form in all civil cases at the time of filing the complaint and serve a copy on all defendants. (See § 1:03 of the plan set forth on the reverse side of this form.) In the event that a defendant does not agree with the plaintiff regarding said designation, that defendant shall, with its first appearance, submit to the clerk of court and serve on the plaintiff and all other parties, a Case Management Track Designation Form specifying the track to which that defendant believes the case should be assigned.

**SELECT ONE OF THE FOLLOWING CASE MANAGEMENT TRACKS:**

- (a) Habeas Corpus – Cases brought under 28 U.S.C. § 2241 through § 2255. ( )
- (b) Social Security – Cases requesting review of a decision of the Secretary of Health and Human Services denying plaintiff Social Security Benefits. ( )
- (c) Arbitration – Cases required to be designated for arbitration under Local Civil Rule 53.2. ( )
- (d) Asbestos – Cases involving claims for personal injury or property damage from exposure to asbestos. ( )
- (e) Special Management – Cases that do not fall into tracks (a) through (d) that are commonly referred to as complex and that need special or intense management by the court. (See reverse side of this form for a detailed explanation of special management cases.)
- (f) Standard Management – Cases that do not fall into any one of the other tracks. ( )

7/26/19  
Date

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JUL 26 2019